## HOW TO PARTICIPATE IN THE CONTEST:

- To participate in the Contest, the participant can call **08049336161** which is an Interactive Voice Recording System ("IVRS").
- IVRS round will have 1 selective question and the participants can select the right answer as instructed through the Interactive Voice Recording System ("IVRS"). Eligibility of the participant to win will depend on the participant providing the correct answer.

## **TERMS & CONDITIONS:**

- 1. These terms and conditions ("T&C") are applicable for the Kellogg's #Corntest challenge ("Contest"), applicable from September 11, 2015 to October 10, 2015. Participants are invited to participate in the Contest where 10 lucky winners stand a chance to meet Sourav Ganguly ("Prize"), the Brand Ambassador of Kellogg India Private Limited ("KIPL").
- 2. On receipt of the response through the IVRS, the same shall be thoroughly checked and verified by KIPL's technology partner.
- 3. The time and venue of the meeting shall be decided at the sole discretion of KIPL. KIPL reserves the right to change the date, time and venue of the meeting which will be intimated to the winner(s) in advance.
- 4. The winner (s) shall be informed in advance about the same, and if the winner does not make himself/herself available for the meeting, he/she shall waive the right to meet Sourav and KIPL shall not be under any obligation to arrange for a meeting on an alternate date.
- 5. The winner(s) may be provided with reasonable assistance to meet Sourav at KIPL's sole discretion, which may include reasonable travel charges from the winner(s) home town to the venue of the meeting depending on the travel distance; No conveyance will be provided if the winner(s) is from the same city in which the meeting is scheduled.
- 6. All other charges and expenses incidental and ancillary to the meeting shall be borne by the winner(s) alone. Statutory dues/taxes as applicable shall be borne by the winner(s).
- 7. KIPL shall not be liable to the winner(s) or any person claiming through them, for any untoward incident that may occur at the venue for no fault of KIPL. Winner(s) are recommended to exercise their discretion.
- 8. No purchase of KIPL products or payment of any kind is necessary to participate in this Contest. Entry to the Contest is open to all Indian Citizens who are 18 years or above, are legal residents of India and are not legally ineligible to participate for any reason whatsoever.
- 9. The above Contest is sponsored by KIPL.
- 10. The period of this Contest shall be from September 11, 2015 to October 10, 2015.
- 11. Employees, officers, directors of KIPL, and their immediate family members respectively, and advertising and promotion agencies, legal and financial advisors, subsidiaries and affiliate companies of KIPL, and any and all other companies associated with this Contest shall also not be eligible to participate in the Contest. For purposes of this Contest, "immediate family members" means parents, spouses, children, siblings, in-laws and grandparents whether residents of the same household or not.

- 12. Entries may only be submitted by individual participants. Group entries will not be accepted (although different individuals might have taken part in the making of an entry, only one individual may be considered to have submitted the entry). Participants of the contest may not submit entries for any person other than themselves, regardless of whether or not the participant has submitted his or her own entry. Entries not submitted in accordance with the instructions and these terms and conditions, shall not be considered for the Contest and KIPL shall bear no responsibility for any such entries. Only 1 entry per participant irrespective of the number of entries is eligible to participate in the Contest.
- 13. KIPL reserves the right to disqualify any participant, for any reason, in its sole discretion.
- 14. Neither KIPL nor any of their respective parents, subsidiaries, affiliates and each of their respective officers, directors, shareholders, agents and employees, nor any agencies (collectively " Entities") are responsible for incorrect or inaccurate entry of information, human error, technical malfunction, lost/delayed data transmission, lost/delayed/misdirected mail, omission, interruption, deletion, defect, line failure of any telephone or other network, computer equipment, software or any combination thereof, or for late, lost, damaged, misdirected, incorrect or incomplete entry.
- 15. If for any reason KIPL is unable to conduct any aspect of this Contest including by reason of infection by computer virus, network failure, bugs, tampering, unauthorized intervention, fraud, technical failures or any cause beyond the control of KIPL, which corrupts or affects the administration, security, fairness, integrity or proper conduct of this Contest, KIPL may in its sole discretion cancel, terminate, modify or suspend this Contest, or invalidate any affected submissions.
- 16. KIPL has engaged ABP Private Limited, an independent third party as the Contest Administrator. The participant information is shared with the Contest Administrator for the sole purpose of selection and notification to winners.
- 17. KIPL may, in its sole discretion, disqualify any submissions, and prohibit further participation in this game by, any person who tampers with or benefits from any tampering with the submission process or with the operation of this Contest or acts in violation of these Terms and Conditions, or acts in a disruptive manner, or with the intent to annoy, abuse, threaten or harass any other person.
- 18. KIPL reserves the right to extend or withdraw the Contest at their discretion without notice.
- 19. The Prize offered under this Contest is non-transferable and non-exchangeable. .
- 20. This Contest cannot be clubbed with any other Contest being run at present, or that would be run in the future by KIPL for Kellogg's Corn Flakes, or any other brand of KIPL.
- 21. Decision of KIPL will be final and binding and KIPL will not entertain any further correspondence in this regard.
- 22. KIPL reserves the right, in its sole discretion, to disqualify any individual found tampering with the entry process or entry materials.

- 23. All participants accept these terms and conditions, agree to be bound by the decisions of KIPL, warrant that they are eligible to participate in this Contest and release KIPL and its agencies from and against all claims and damages arising in connection with their participation and/or entry in the Contest and/or awarding of the Prize in this Contest.
- 24. Any attempt to deliberately damage any website or undermine the legitimate operation of the Contest is a violation of criminal and civil laws and, should such an attempt be made, KIPL reserves the right to seek damages or other remedies from any such person(s) responsible for any such attempt to the fullest extent permitted by law.
- 25. Participants agree to indemnify and hold harmless KIPL and its agencies from and against any and all claims, losses, damages or liability (including reasonable attorneys' fees and expenses) that may be asserted against or incurred by any of them at any time, in connection with entry, or use thereof, or by respective participants' breaches of any agreement or warranty associated with the Contest.
- 26. This Contest is governed by Indian law and is subject to all applicable state, and local laws.
- 27. If, in KIPL's opinion, there is any suspected or actual evidence of electronic or non-electronic tampering with any portion of the Contest, or if technical difficulties compromise the integrity of the Contest, KIPL reserves the right to void suspect entries and/or terminate the Activation and award the prizes from among all eligible entries received as of the termination date.
- 28. The use of any automated launching or entry software or any other mechanical or electronic means that permits the participant to automatically enter repeatedly is prohibited.
- 29. In the event of a dispute as to the identity of a participant, the entry in question may be disqualified subject to the KIPL's discretion.
- 30. Should the Contest be terminated prior to the stated expiration date, KIPL will endeavor to post notice of termination on the KIPL Website.
- 31. KIPL and its related companies and agencies will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense, damage, personal injury or death which is suffered or sustained (whether or not arising from any person's negligence) in connection with this Contest or the acceptance or use of any prize, except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).
- 32. KIPL and/or its agent shall be licensed to evaluate all submissions for the purposes of this Contest, including verification and as specified in these terms and conditions.
- 33. KIPL's decisions shall be final in all matters relating to this Contest and no correspondences otherwise will be entertained.
- 34. KIPL reserves the right to change these terms and conditions without prior notice.
- 35. A Participant shall be deemed to have notice of any such amendments or interpretations upon publication of the same on the Page and shall be deemed to have accepted such amendments or interpretations by virtue of his/her continued participation in this Contest.

- 36. Should a participant not wish to continue to participate in this Contest pursuant to the prevailing Terms and Conditions as amended or interpreted, he/she may terminate participation in this Contest upon written notice to KIPL.
- 37. It is responsibility of the participants to inform KIPL of any change in the address of correspondence.
- 38. Apart from the above Prize, the winner(s) will have no other rights or claim against KIPL.
- 39. KIPL shall not be liable for any failure to comply with its obligations caused by weather conditions, fire, flood, strike, hurricane, industrial dispute, war, hostilities, political unrest, riots, civil commotion, inevitable accidents, acts of God or any other circumstances amounting to Force Majeure.
- 40. Participation in this Contest is at the sole discretion of the participant.
- 41. The personal data given by the participant such as Mobile Number, email ID, Name and address etc., will be used in strict confidence by KIPL & its authorized service partners and these will not be passed to any other uninterested party. However, such details may be used by KIPL for contacting the participant in the future, after this Contest, for promotions, surveys, Contest communications, or such other reasons for any of the brands or Products marketed and / or sold by KIPL to which the participant hereto consents.
- 42. The decision of KIPL as to the interpretation of any Clause shall be final and binding on the participant.
- 43. Entry to the Contest is void where prohibited/not allowed by law.
- 44. Courts in Mumbai alone will have exclusive jurisdiction to entertain any proceedings in any way relating to or concerning these terms and conditions or any rights, duties, obligations or liabilities arising there under to the exclusion of all other courts in India.